



TEMPE JUNIOR CREW
Adult Intro to Row Waivers and Rules

Athlete Consent

In consideration of being given the opportunity to participate in any Tempe Junior Crew (“Club”) activities (“Activity”) until the end of this calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of rowing Activities, both on water and land based, and that I am qualified, in good health and in proper physical condition to participate in such Activity.
2. **FULLY UNDERSTAND that: (a) ROWING ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury, including permanent disability, paralysis and death and property damage ("Risks."); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES**, (whether to myself, other persons or property damage) I incur as a result of my participation in the Activity.
3. **AGREE AND WARRANT** that I will examine and inspect each Activity in which I take part as a member of the Club and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. **HEREBY RELEASE, discharge, and covenant not to sue** Tempe Junior Crew, the Club, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each is considered one of the Releasees herein) from all liability, claims, demands, losses, or damages (including these for bodily injury, death, or property damage) on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, including, attorney fees and costs, loss, liability, damage, or cost which any may occur as a suit of such claim.
5. **I acknowledge and understand that photographs and/or video of me may be taken at any time during practices, club events, regattas and at other club-sponsored activities. I do hereby consent and authorize the publication and use of such photographs and videos on club advertising, promotional, and other materials**, including but not being limited to, the club’s newsletter, website, picture board, etc.
6. **I have read this agreement, fully understand its terms**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Athlete’s Name (printed)

Athlete’s Signature

_____ **Date:** _____



TEMPE TOWN LAKE BOATING CODE OF CONDUCT

The Town Lake boating community is very diverse with many different clubs, organizations, and individuals rowing, paddling and sailing with many different goals. The expectation is that each user and group will conduct themselves with behaviors and actions that are based upon respect and good sportsmanship.

When individuals or groups are observed not following this code of conduct, lake users are encouraged to politely notify them of the violation in a timely manner. If it is believed the outcome of the notification would not lead to a productive resolution, contact the Town Lake Boating Coordinator instead.

- Treat others with respect; offensive or threatening language and behavior will not be permitted.
- Users are responsible for maintaining the lake, boat storage area, and surrounding areas free of trash and debris. Please remove or dispose of all personal items from the lake and surrounding area.
- If a user is involved in any situation where others are waiting, it is expected that the user shall view the task as a priority and expedite the process.
- All lake users shall work together to expedite the launching and landing of boats, especially when other boats are waiting.
- Changing of clothes is only permitted in an appropriate facility such as park restrooms.
- Nothing shall be left in a location that blocks access to or movement of stored equipment.
- Use of equipment that you have not been specifically permitted to use is prohibited.
- Passing boats have the right of way in all paddling/rowing situations. Boats being passed shall give way and allow the passing boat ample space to pass on the side of the passing boats choosing.
- All boats operating between dusk and dawn shall have at a minimum a white stern light that can be removed for signaling in case of an emergency and a red or red/green bow light that have 360-degree visibility. Note: Lights must be mounted on the boat and not on individuals.
- Driving in and around the boat storage areas, parking lots, boat ramps and access roads is to be done at a slow and safe speed.



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Violation(s) of this Code by may result in, among other things, the temporary suspension or permanent removal of boating privileges at Tempe Town Lake. This includes loss of permit and storage space, if allocated.

By signing below, I acknowledge that I have read the above rules and agree to abide by them.

Athlete's Name (printed)

Athlete's Signature

_____ **Date:** _____